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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

UNITED STATES OF AMERICA,

Case No.: 4:18-cr-00450-JD

Plaintiff.

**SURETY BING XIE'S MOTION TO
RECONVEY REAL PROPERTY
PLEDGED TO SECURE THE BAIL OF
DEFENDANT LIXIONG CHEN**

JIXIONG CHEN

Hearing Date: December 1, 2025

Time: 10:30 a.m.

Courtroom: 11, 19th Floor

Judge: Hon. James Donato

NOTICE OF MOTION AND MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on December 1, 2025 at 10:30 a.m., or as soon thereafter as the matter may be heard, in Department 11 of the United States District Court for the Northern District of California, Bing Xie, co-owner of the real property pledged to secure the bond of defendant Lixiong Chen, will move the Court for an order reconveying that real property on the basis that the bail has already been forfeited and the judgment on that forfeiture has already been satisfied in full, and so the bail contract has ended and the United States has no contractual right to retain the real property.

This motion is based upon this Notice of Motion, the accompanying supporting Memorandum in Support of Motion, the declarations of Bing Xie and Michael D. Pluto, the complete files and records in this matter, and such other and further matters as the Court may consider.

MEMORANDUM IN SUPPORT OF MOTION

I. BACKGROUND

On January 24, 2019, the Hon. Kandis Westmore issued an order for amended conditions of release and bond (the “Amended Bond Order”) for Lixiong Chen (“Chen”), defendant in the above-captioned action (the “Action”). A copy of the Amended Bond Order is attached as **Exhibit A** to this motion. As part of the Amended Bond Order, Chen was ordered to post a bond of one million dollars (\$1,000,000.00) secured by real property in Santa Clara, California owned by Chen and his wife. (Exhibit A).

On February 8, 2019, Chen’s wife Bing Xie (“Xie”) executed and recorded a deed of trust (the “Trust Deed”) for the real property located at 2341 William Drive, Santa Clara, CA 95050 (the “Real Property”). (Xie Decl.: p. 1, lines 23-26.) A copy of the Trust Deed is attached as **Exhibit B** to this motion. Chen posted his bond (the “Bond”) by lodging the Trust Deed with the clerk of the court on February 12, 2019. (Xie Decl.: p. 1, line 27; p. 2, line 1.) A copy of the receipt issued by the clerk for non-cash collateral is attached as **Exhibit C** to this motion.

On July 31, 2019, the Court issued an order (the “Default Order”) for judgment against Chen in the amount of one million dollars (\$1,000,000.00) for Chen’s failure to appear for the first day of jury trial in the Action. A copy of the Default Order is attached as **Exhibit D** to this motion.

On May 4, 2021, Xie wrote a check in the amount of one million, thirty-three thousand, seven hundred forty-one dollars and thirty-seven cents (\$1,033,741.37) (the “Check”) to the clerk of the Court. (Xie Decl.: p. 2, lines 2-4.) A copy of the Check is attached as **Exhibit E** to this motion. Xie mailed the check to the clerk of the Court on the same day. (Xie Decl.: p.2, lines 5-6.) The check was negotiated by the Clerk of the Court. (Xie Decl.: p. 2, lines 7-11).

On May 18, 2021, Gina Vieyra of the United States Attorney's Office informed Mark

1 Krotoski, attorney for Mr. Chen, that as of June 1, 2021 the remaining balance on the judgment
 2 would be one thousand, two hundred forty-seven dollars and sixty-two cents (\$1,247.62). A
 3 copy of the email from Ms. Vierya to Mr. Krotoski is attached as **Exhibit G** to this motion. Xie
 4 electronically sent an additional payment of (the “Electronic Payment”) to the Clerk of the Court
 5 on May 24, 2021. (Xie Decl.: p. 2, lines 12-14.) Xie sent the Check and the Electronic Payment
 6 to the Clerk of the Court to satisfy the remaining balance of the Judgment. (Xie Decl.: p. 2, lines
 7 15-16.)

8 II. ARGUMENT

9 A. BECAUSE THE JUDGMENT FOR FORFEITURE OF BOND WAS SATISFIED, THE 10 REAL PROPERTY SECURING THE BOND SHOULD BE RECONVEYED.

11 When Chen posted his Bond, he entered into a contract with the government for his release.
 12 “[A] bail bond is a contract between the government and the defendant and his surety.” *United*
 13 *States v. Toro*, 981 F.2d 1045, 1047 (9th Cir. 1992) citing *United States v. Lujan*, 589 F.2d 436,
 14 438 (9th Cir. 1978). “Accordingly, courts apply general principles of contract construction when
 15 interpreting bail bonds.” *Id.* In this case, the purpose of the contract is to secure the presence of
 16 Chen, and to provide relief to the government for the cost and inconvenience of regaining
 17 custody of Chen, if necessary. *U.S. ex rel. Woollums v. Greer*, 728 F.2d 918, 921 (7th Cir. 1984);
 18 *United States v. Parr*, 594 F.2d 440, 444 (5th Cir. 1979). Under California contract law, when the
 19 purpose of the contract has been fulfilled or has become impossible to achieve, the contract
 20 terminates. *Sime v. Malouf*, 95 Cal. App. 2d 82, 98 (1949). By paying the Court with the Check
 21 on May 4, 2021, and with the Electronic Payment on May 24, 2021, Xie paid at least the amount
 22 due on May 24, 2021 to satisfy the default judgment, making the United States whole for the cost
 23 of regaining custody of Chen, so the purpose of the Bond was fulfilled, and the Bond has
 24 terminated under contract principles. Accordingly, the United States no longer needs the Trust
 25 Deed to secure Chen’s performance, and so the Court should order the clerk to reconvey the Real
 26 Property.

27 III. CONCLUSION

28 Because the default judgment against Chen has been satisfied, the Court should order the

1 clerk to reconvey the Real Property securing the Bond.

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3 Date: October 31, 2025

Respectfully Submitted,

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6 **CJH & ASSOCIATES, P.C.**



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8 Michael D. Bluto
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10 Attorneys for Surety
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5 Attorney for Surety Bing Xie

6 UNITED STATES DISTRICT COURT
7 NORTHERN DISTRICT OF CALIFORNIA
8 OAKLAND DIVISION

9
10 Plaintiff,

11 v.

12 LIXIONG CHEN,

13 a/k/a John Chen,

14 Defendant,

**[PROPOSED] ORDER GRANTING
SURETY BING XIE'S MOTION TO
RECONVEY REAL PROPERTY
PLEDGED TO SECURE THE BAIL OF
DEFENDANT LIXIONG CHEN**

Hearing Date: December 1, 2025
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17 Before the Court is Bing Xie's Motion to Reconvey Real Property Pledged to Secure the
18 Bail of Defendant Lixiong Chen.

19 Having reviewed and considered Xie's Motion and materials submitted in support thereof,
20 along with the Government's brief, and all additional argument and evidence received by the
21 Court, Xie's Motion shall be, and hereby is, GRANTED.

22 The Clerk of the Court is directed to reconvey to Lixiong Chen and Bing Xie the real
23 property located at 2341 William Drive, Santa Clara, CA 95050.

24 IT IS SO ORDERED.

25 Dated: January 5, 2026

26
27 Hon. James Donato
United States District Judge